



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director

John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

May 12, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF NORWALK AND THE COUNTY
OF LOS ANGELES
(SUPERVISORIAL DISTRICT 4) (3 VOTES)**

SUBJECT

Approval of a fifty-year Lease Agreement between the City of Norwalk and the County of Los Angeles to occupy and operate the Norwalk Golf Course located at 13717 Shoemaker Avenue in the City of Norwalk, California.

IT IS RECOMMENDED THAT THE BOARD:

1. Certify that the Board, as a responsible agency under the California Environmental Quality Act, has independently considered and reached its own conclusions regarding the environmental effects of the proposed project and the Negative Declaration adopted by the City of Norwalk, as lead agency; determine that the documents adequately address the environmental impacts of the proposed project; find that the Board has complied with the requirements of the California Environmental Quality Act with respect to the process for a responsible agency and adopt by reference the City's Negative Declaration.
2. Find that the approval of the attached Lease Agreement between the City of Norwalk and the County of Los Angeles, pursuant to the requirements of California Government Code Section 37396, is in the public interest and will enhance community service by providing recreational opportunities for residents of the County of Los Angeles.
3. Approve and instruct the Mayor to sign a fifty-year Lease Agreement with the City of Norwalk for the operation of the Norwalk Golf Course, by the County of Los Angeles through its Department of

Parks and Recreation, effective upon Board approval through January 3, 2066, with an option for the Board to extend the Lease Agreement for a maximum additional forty nine years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize a Lease Agreement between the City of Norwalk (City) and the County of Los Angeles (County) to take operational control of the Norwalk Golf Course (Golf Course) and its buildings, grounds and equipment (Property) for community recreational purposes. The Lease Agreement will provide opportunities for promoting and conducting programs of a community recreational nature, which will contribute to the attainment of general educational and recreational objectives for children and adults of the County. The City agrees to lease the Golf Course and Property to County, at no charge.

Implementation of Strategic Plan Goals

The recommended actions will further the County's Strategic Plan Goals of: (Goal 1) Operational Effectiveness/Fiscal Sustainability by maximizing the effectiveness of processes, structure, operations, and a strong fiscal management to support timely delivery of customer-oriented and efficient public service; (Goal 2) Community Support and Responsiveness, by enriching the lives of Los Angeles County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges; and (Goal 3) Integrated Services Delivery by maximizing opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

City agrees to lease the Golf Course and the Property to the County at no cost for the term of the Agreement as consideration for County's improvements and operation of the Golf Course.

The Department of Parks and Recreation (Department) will renovate or cause to renovate the Golf Course in order to create improved services to the community. The general scope of the project is anticipated to include: renovation of the Golf Course, construction of driving range and the construction of a community room. The proposed project will be fully funded with \$3,500,000 of Cities Excess Funds available to the Fourth Supervisorial District, pursuant to the Safe Neighborhood Parks Proposition of 1996.

OPERATING BUDGET IMPACT

For the first three years of operation, commencing in Fiscal Year (FY) 2016-17, operating costs to the County, which includes a management fee, utilities, programming and various services and supplies, are anticipated to be greater than revenues generated by the Course. Beginning in FY 2019-20, the ongoing operating cost of the Golf Course is anticipated to be fully offset by the revenues generated from the Golf Course.

Beginning in January 4, 2016, the Golf Course will be closed for renovation for approximately six (6) months. During this six-month renovation period, the Department will not receive revenues from the Golf Course operation. The Department will require a one-time start-up cost of \$525,000 for management fees, utilities, equipment, machinery, and purchases of various services and supplies. This one-time start-up cost also includes funding for Initial Operating Expenses for FY 2016-17. Of

this amount, \$212,000 of net County cost (NCC) is available in the Department's Operating Budget. The Department will request the remaining \$313,000 as part of its New Facilities Request in FY 2015-16. In addition, the Department will request operating cost funding in its New Facilities Request from FY 2016-17 through FY 2018-19 to offset revenue shortfall. In the event that the projected revenue shortfall from the Course extends beyond FY 2018-19, based on review of actual operating expenditures and revenues, the Department will work with the Chief Executive Office to confirm the appropriate level of operating cost funding required after FY 2018-19, and will request NCC for the appropriate fiscal years during the County's annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Lease Agreement will provide the use and control of a 10.76 acre parcel of real property that consists of a Golf Course, practice facilities, clubhouse and an adjoining .284 acre parcel of real property that consists of the Golf Course maintenance yard.

The County shall enter into a fifty-year Lease Agreement with the City, effective upon Board approval. However, the County will not take possession of the golf course until January 4, 2016. The purpose for the Lease Agreement's immediate effective date is to facilitate the County's ability to receive the funding from the Cities Excess Funds available to the Fourth Supervisorial District. This funding will be utilized for the initial design phase of the future renovation of the Golf Course

In addition, the Board has the sole option to extend the Lease Agreement for a maximum forty-nine additional years. The Department shall return to the Board with a recommendation as to exercising the option, if in the opinion of the Department, the operation of the Golf Course continues to be a recreational benefit to the community and is cost effective to the Department.

It is the Department's intention to issue a Request for Proposal for the sole purpose of entering into an operating agreement with a third party operator for operation of the Golf Course. Upon transfer of possession of the Golf Course, County, at its sole cost and expense, will keep and maintain the Golf Course and shall pay for all utility services supplied to the Golf Course.

The proposed Lease Agreement is authorized by Section 37396 of the California Government Code, which allows for a City and a County to lease real property for recreational or general sports purposes.

The Department has inspected the property and has found it suitable for County occupancy. Construction of certain renovations are contemplated to modernize the facilities and address the Americans with Disabilities Act.

County Counsel has approved the attached Lease Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

On April 7, 2015, the City of Norwalk, in its role as lead agency in matters pertaining to compliance with the California Environmental Quality Act (CEQA): found and determined that there was no substantial evidence that the Norwalk Golf Course Project would have a significant effect on the environment; found that the Negative Declaration reflected the independent judgment of the City; approved the Negative Declaration; and found that the project will have no adverse effect on fish and wildlife resources.

With respect to the Board's approval of the project described herein, the County also acts as a responsible agency for the purposes of CEQA, and therefore, recommend that the Board independently consider and adopt the Negative Declaration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Lease Agreement will have no impact on current services offered at Norwalk Golf Course.

CONCLUSION

It is requested that a certified copy of the action taken by the Board and a fully executed copy of the attached Ground Lease be mailed to: City of Norwalk, Attn: Mike Egan, 13000 Clarksdale Avenue, Norwalk, CA 90650. It is requested that four (4) adopted copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,



RUSS GUINEY

Director

RG:JW:RAM:

KEH:JB:rc

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

LEASE AGREEMENT

by and between

COUNTY OF LOS ANGELES

and

CITY OF NORWALK

dated

April 7, 2015

LEASE AGREEMENT

(City of Norwalk/County of Los Angeles)

THIS LEASE AGREEMENT ("**Agreement**") is effective May 12, 2015 ("**Effective Date**"), and is entered into by and between the CITY OF NORWALK, a California municipal corporation ("**City**"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("**County**").

RECITALS

A. City is the owner of certain land, consisting of approximately 10.76 acres located at 13717 Shoemaker Avenue in Norwalk, California, legally described on Exhibit "A", attached hereto and made a part hereof by this reference, and, of approximately 0.284 of an acre located at 13717 Shoemaker Avenue in Norwalk, California, legally described on Exhibit "A-1" (the "Adjacent Property"). The term "Property" as used herein shall mean the land described on Exhibit "A" and improvements thereon, and the land described on Exhibit "A-1" and improvements thereon, collectively.

B. County seeks property for public recreational golf and community services and City desires County to operate the Property for such purposes and is willing to lease the Property to County under California Government Code Section 37396 for such purpose.

C. The City and County intend to cooperate with one another for the purpose of organizing, promoting and conducting programs of community recreation which will contribute to the attainment of general educational and recreational objectives for children and adults of this State and to acquire, construct, improve, maintain and operate recreational facilities.

D. City desires to lease the Property to County and County desires to lease the Property from City for the purpose of public recreational golf and community services on the Property in accordance with the terms set forth in this Agreement. City authorizes County authority to enter into reasonable contracts with private operators for maintenance, operation and programming of Property.

NOW THEREFORE, in consideration of the covenants hereinafter contained, City and County agree as follows:

ARTICLE 1 **LEASE**

1.1 City hereby leases the Property to County and County hereby leases the Property from City on the terms and conditions set forth herein.

ARTICLE 2 **BASIC PROVISIONS**

2.1 Basic Provisions.

(a) Rent: For the term of this Agreement, City agrees to lease the Property to County at no charge

(b) Agreement Effective Date: May 12, 2015

(c) Term Commencement Date for Possession of Property: January 4, 2016

(d) Term Expiration Date: January 3, 2066

(e) Option to Extend: County reserves the right to unilaterally extend the term of this agreement for a period (totaling no more than 49 years) pursuant to Section 15.1, of Article 15.

(f) Permitted Use: Operation of the Property as a public golf course, development and construction of improvements as described on Exhibit "B" attached hereto and any ancillary lawful use of Property by County, including community recreation programs and activities, educational programs and other associated uses. Subject to interruptions and delays beyond the control of County, and interruptions necessary so as to ensure County's compliance with other terms of this Agreement, County shall continuously operate the public golf course facilities.

(g) Property: The land and improvements described in Exhibits "A" and "A-1", collectively.

(h) Addresses for Notices:

City: City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Attention: Mike Egan, City Manager
Email: megan@norwalkca.gov

County: Chief Executive Office
County of Los Angeles
222 South Hill Street
Los Angeles, California 90012
Attn: Director of Real Estate
Email: cmontana@ceo.lacounty.gov

Fourth Supervisorial District
County of Los Angeles
Bellflower Field Office
10025 E. Flower St.
Bellflower, California
Attn: Erin Stibal

Department of Parks and Recreation
433 South Vermont Avenue
Los Angeles, California 90020
Attn: Russ Guiney, Director

Email: rguiney@parks.lacounty.gov

2.2 Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit "A" – Legal Description of Property

Exhibit "A-1" – Legal Description of Adjacent Property

Exhibit "B" – Initial Improvements

Exhibit "C" – Form of Notice of Non-Responsibility

ARTICLE 3

TERM

3.1 Commencement Date For Possession of the Property. Possession of the Property shall be transferred from the City to County on January 4, 2016 ("Term Commencement Date").

3.2 Term. The initial term of this Agreement shall be that fifty (50) year period beginning from the Term Commencement Date and ending fifty (50) years thereafter ("Term Expiration Date"), unless sooner terminated as hereinafter provided in Article 13 Default and Remedies, or in Article 17 Eminent Domain. County reserves the right to unilaterally extend the term of this agreement for a period totaling not more than forty-nine (49) years, subject to terms in Article 15 below.

3.3 Operation and Management. City agrees to maintain and operate the Norwalk Golf Course at its sole cost, through January 3, 2016, regardless of execution date of this Agreement. City agrees to maintain the Property in a good repair and shall not permit any material deterioration of the Property prior to the County's acceptance. City further agrees to terminate all contracts with respect to the operation of the Property including, without limitation with vendors and service providers contracts, effective on or before January 3, 2016.

3.4 Intended Use. County agrees that the use of the Property shall be solely to provide public golf recreational services, and in the case of the community room, to provide for a gathering place for events consistent with the mission and policies of the County's Department of Parks and Recreation for said use of the space.

ARTICLE 4

RENT

4.1 Waiver. Annual rent payments are waived for the initial term of this Lease Agreement, and for any extension period, as consideration for County's improvement, maintenance and operation of the Property in accordance with the terms of this Agreement.

ARTICLE 5

USE

5.1 Construction. County shall use its best efforts to commence construction by January 4, 2016, provided all required environmental documents, including the Negative Declaration are complete and submitted to County by January 4, 2016. County shall use its best efforts to complete construction by September 1, 2016.

5.2 County Use. County shall use the Property for the construction contemplated herein and for the provision of recreational golf and community services, as described in Section 2.1(e).

5.3 Existing Clubs. Upon temporary closure lasting ten consecutive days or more by the County of the Property for any reason, the County shall provide access to the existing men's, women's and senior golf clubs at other County Golf Courses.

5.4 Fees. All Golf Course usage fees are established by the Los Angeles County Board of Supervisors.

5.5 Compliance with Law. County shall, at County's sole cost and expense, comply with all statutes, ordinances and regulations of all governmental entities, including the City. If any license, permit or other governmental authorization is required for the improvement, alteration, use or occupancy of the Property or any portion of the Property by any governmental entity, including the City, County shall procure and maintain it, at County's sole cost and expense, throughout the term of this Agreement.

ARTICLE 6

UTILITIES

6.1 Utilities. After the Term Commencement Date and ending upon termination of this Lease Agreement, County shall obtain and pay for the expenses of all utility services for the Property, including any improvements, including but not limited to all electricity, gas, water and sewer utilities, together with any taxes thereon.

ARTICLE 7

DISCRETIONARY PERMITS

7.1 Applications. During the term of this Agreement, City will, promptly upon County's request, sign (as owner of the Property) and acknowledge any application to any governmental entity having jurisdiction over the Property for any of the discretionary permits necessary for construction of the Improvements, provided that City incurs no cost (other than the administrative and consulting cost necessary for review). No such signing by City will be deemed to be City's acceptance of, or commitment to satisfy, any condition (i) in or precedent to a discretionary permit or (ii) adversely affecting City's interest in the Property.

ARTICLE 8

EASEMENTS

8.1 Utility Easements. City will execute (as owner of the Property), acknowledge, and deliver to County for recording, any reasonable grant of reasonable easements (i) over, upon, across or under the Property or any portion thereof, (ii) in favor of any governmental subdivision or any gas, electric or similar company and (iii) for the purpose of (a) widening any street, (b) transmitting potable water, storm water, sewage, gas, electricity or (c) providing to the Property and the persons using and enjoying the Property such materials and services as are, from time to time customarily understood to be "utilities."

ARTICLE 9

IMPROVEMENTS

9.1 Construction. After the Term Commencement Date and ending upon termination of this Lease Agreement, County shall construct improvements on the Property and the Site (to the extent described in Exhibit "B" ("Improvements") in accordance with Section 5.1 and applicable law excluding the ordinances of the City and City permits to the extent they relate to improvements), and based on improvement plans that comply with law and that have been submitted to and approved by City in its proprietary capacity as the landlord under this Agreement, which will not be unreasonably withheld and may be given by the City Manager provided the approval is in writing. County shall obtain and provide to City a certificate of substantial completion from the architect upon completion of the Improvements.

9.2 Initial and Additional Improvements. Should County decide to construct additional improvements after the initial improvements described in Sections 5.1 and 9.1, such additional improvements shall also (i) not be subject to City's ordinances regarding improvements or permit requirements for improvements; (ii) but shall be subject to City's approval in its proprietary capacity as the landlord under this Agreement, which will not be unreasonably withheld and may be given by the City Manager provided the approval is in writing.

9.3 Compliance with Laws. The Improvements shall be constructed and all work on the Property and the Site shall be performed in accordance with all valid laws, ordinances and regulations of all federal, state, county, or local governmental agencies having jurisdiction over the Property, including but not limited to the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder, as amended from time to time, excluding the ordinances of the City to the extent they relate to improvements. All Improvements on the Site shall comply with applicable requirements of the California Government Code and standards for park facilities. All work performed on the Property and the Site under this Agreement shall be done in a good and workmanlike manner.

9.4 Mechanics Liens. At all times after the Term Commencement Date and ending upon termination of this Lease Agreement, County shall keep the Property and the Site and all Improvements now or hereafter located on the Property free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Property.

9.5 Ownership. During the term of this Agreement, title to the Improvements shall be vested in County. Upon expiration or earlier termination of this Agreement, the Improvements shall, without compensation to County, become City's property, unless such termination is in accordance with Section 13.4 or 17.3, in which case compensation to the County shall be due as provided for therein.

9.6 Surrender. County shall surrender the Improvements at the expiration of the term of this Agreement, free and clear of all liens and encumbrances, other than those, if any, consented to in writing by City. County agrees to execute, acknowledge and deliver to City, at City's request, a quitclaim of all of the County's right, title and interest in and to the Improvements and the Property.

9.7 Access to Site; Ownership of Site Improvements. Should the Improvement Plans approved by the parties include improvements necessitated by the construction on the Property, including, but not limited to, parking improvements, utility connections, and security fencing and gating, the City hereby grants County and its contractors the right to enter upon the site for the purpose of constructing such improvements. County shall coordinate with the City Administrator or designee before any entry onto the site by County's employees, agents, or contractors. County shall use good faith efforts to construct the Improvements in a manner which minimizes adverse effects to the operation of the current activities. Upon the County's delivery of a certificate of substantial completion from the architect following completion of the Improvements, City shall assume ownership of said improvements and County shall be solely responsible for their operation, maintenance and repair. The indemnification and insurance provisions of Article 11 shall apply with respect to County's construction of the Improvements and City's ownership of said improvements.

9.8 Notice of Non-Responsibility. At least thirty days prior to commencement of construction of any Improvement, County shall request from the City a completed Notice of Non-Responsibility pursuant to California Civil Code section 3094 (and any successor statute) in a form substantially similar to the form "Notice of Non-Responsibility" attached hereto as Exhibit C and by this reference made a part hereof, and County shall cause said Notice to be recorded and posted on the Property and/or site as applicable.

ARTICLE 10

MAINTENANCE, REPAIR, DAMAGE AND DESTRUCTION

10.1 Maintenance. After the Term Commencement Date and ending upon termination of this Lease Agreement, County shall, at County's sole cost and expense, keep and maintain the Property and the Improvements in good order and repair, and in a safe and clean condition. Upon the expiration or earlier termination of the term, County shall surrender the Property and the Improvements in good order and condition to the City, ordinary wear and tear excepted. City shall have no obligation to alter, remodel, improve or repair the Property or the Improvements as of the Term Commencement Date.

10.2 Repair. After the Term Commencement Date and ending upon termination of this Lease Agreement, County shall, at County's own cost and expense, do all of the following:

Make all alterations, additions or repairs to the Property or the Improvements required by any valid law, ordinance, statute or regulation now or hereafter issued by any federal, state, county, local or other governmental agency, including but not limited to the ADA, and the regulations promulgated thereunder, as amended from time to time;

Observe and comply with all valid laws, ordinances, statutes, orders and regulations now or hereafter made respecting the Property or the Improvements by any federal, state, county, local or other governmental agency; and

Indemnify, defend and hold City free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from County's failure to comply with and perform the requirements of this section.

10.3 Damage or Destruction. After the Term Commencement Date and ending upon termination of this Lease Agreement, in the event of damage to or destruction of all or any portion of the Improvements on the Property, County shall within a reasonable time commence and proceed diligently to repair, reconstruct and restore (collectively, "restore") the Improvements to substantially the same condition as they were in immediately prior to the casualty, whether or not insurance proceeds are sufficient to cover the actual cost of restoration. County shall be responsible for all insurance deductibles attributable to the Improvements and for all costs of restoration of the Improvements in excess of insurance proceeds for the Improvements. This Agreement shall continue in full force and effect notwithstanding such damage or destruction.

10.4 Remedial Expenditures. Costs of improvements required by law, and costs of any and all necessary replacements under Sections 10.1, 10.2 or 10.3 shall be allocated as follows:

- Years 1 through 20, County shall bear 100 percent of the expenditures.
- Years 21 through 69, County and City shall each incur 50 percent of the expenditures.
- Years 70 through the end of this agreement, County shall incur 25 percent and City shall incur 75 percent of the expenditures.

County shall promptly make all such improvements and necessary replacements, and City shall pay or reimburse County for any portion thereof that is required to be paid by City within thirty (30) days after written demand by County enclosing reasonable evidence of the expenditures.

For purposes of the above calculations, construction costs shall include design, engineering, plans, permits, environmental studies and all hard construction costs.

ARTICLE 11
INDEMNIFICATION AND INSURANCE

The following indemnification and insurance requirements shall be in effect. Either party, at its sole option, may elect to use a program of self-insurance, commercial insurance, or any combination thereof, to satisfy its insurance requirements herein.

11.1 Indemnification. After the Term Commencement Date and during the term of this lease, subject to Section 11.4 below, County shall indemnify, defend and hold harmless City, its elected officials, officers, employees, agents and volunteers from and against any and all liabilities, claims, losses, damages, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's construction, repair, maintenance and other acts and/or omissions arising from and/or relating to County's use of the Property during the term of this Agreement and any extensions thereof. The County's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

From and after the Agreement Effective Date and continuing until the Term Commencement Date, City shall indemnify, defend and hold harmless County, its elected officials, officers, employees, agents and volunteers from and against any and all liabilities, claims, losses, damages, costs, and expenses (including attorney and expert witness fees), asserted by third parties (not by County) arising from or connected with City's construction, repair, maintenance and other acts and/or omissions arising from and/or relating to City's use of the Property.

11.2 General Insurance – County Requirements. Without limiting County's indemnification of City and at its own expense, County shall provide and maintain the following programs of insurance.

General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) with limits of not less than the following:

General Aggregate: \$4 million

Each Occurrence: \$2 million

Such insurance shall name the City of Norwalk, its officers, employees, agents and volunteers as additional insureds.

Workers Compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

Property insurance covering damage to County constructed improvements from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), written for the full replacement cost of the Property, and including a Waiver of Subrogation in favor of City.

11.3 County Contractors. Throughout the period of any construction, County shall require its Contractors to provide and maintain, or County shall provide and maintain, types and limits of insurance coverage appropriate to the project, at no cost to the City. All Contractor

insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County or the City. The County and City also shall be named as additional insured's under all Contractor general liability coverage.

11.4 Preexisting Environmental Conditions. The City shall retain responsibility for the preexisting environmental conditions of the Property not known to County, and shall indemnify, defend and hold harmless County, its elected officials, officers, employees, agents and volunteers, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), for all matters pertaining to the preexisting environmental conditions of the Property to the extent County does not exacerbate the same after obtaining knowledge thereof.

11.5 Review of Insurance Requirements. The types and limits of coverage required under this Agreement may be reviewed annually by the City. Coverage types and limits shall reflect the prevailing practice in the Los Angeles metropolitan area for insuring similar property and casualty risks.

ARTICLE 12

ASSIGNMENT AND SUBLEASING

12.1 Subleasing. County shall have the right to sublease all or any portion of any Improvements on the Property at all times after the Term Commencement Date and ending upon termination of this Lease Agreement under the following conditions:

The specific use of the subleased space shall be consistent with the County's permitted uses of the Property as set forth in Section 2.1(e), above.

The term of any sublease shall not extend beyond the term of this Lease Agreement and any extended term;

Any and all subleases shall be expressly made subject to all of the terms, covenants, and conditions of this Lease Agreement;

County shall provide a copy of each sublease to City immediately upon full execution.

12.2 Licenses/Permits. Notwithstanding Section 12.1, the County shall be entitled to issue licenses and/or permits for the temporary use of the Improvements and the Property by community groups, organizations and members of the public, and to charge or waive fees for the use thereof, without the approval of the City, provided County complies with Section 2.1(e).

12.3 Assignment. County shall not assign this Agreement without the prior written consent of City in its sole and absolute discretion.

ARTICLE 13

DEFAULT AND REMEDIES

13.1 City's Default. City shall not be in default of any of its obligations under this Agreement unless City fails to perform such obligations within a reasonable time, but in no event

less than thirty (30) days after written notice by County to City specifying wherein City has failed to perform such obligations; provided however, that if the nature of City's default is such that more than thirty (30) days are required for its cure, City shall not be in default if City commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

13.2 County's Remedies. In the event of any default by City as described in Section 13.1 above, County's remedies under this Agreement are to pursue City for specific performance and/or actual damages, resulting from City's default. County shall have no rights as a result of any default by City until County gives a thirty (30) day notice to the City, specifying the nature of the default. City shall then have the right to cure such default, and City shall not be deemed in default if City cures such default within thirty (30) days after receipt of notice of the default, or within such longer period of time as may reasonably be necessary to cure the default, provided that City commences cure within such thirty (30) days and thereafter diligently prosecutes the same to completion.

13.3 County's Default. County shall not be in default of any of its obligations under this Agreement unless County fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days after written notice by City to County specifying wherein County has failed to perform such obligations; provided however, that if the nature of County's default is such that more than thirty (30) days are required for its cure, County shall not be in default if County commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

13.4 Early Termination. Upon any permitted termination of this agreement by the County as a result of an uncured default by City, the city shall compensate County for the unamortized portion of County's facility construction costs, with such costs being amortized on a straight line basis over the initial term of this lease.

For purposes of the above calculations, construction costs shall include design, engineering, plans, permits, environmental studies and all hard construction costs.

For purposes of the above calculations, construction costs shall be the lesser of actual construction costs or \$3,500,000.

13.5 City Remedies. In the event of any default by County as described in Section 13.3 above, City's remedies under this Agreement are to pursue County for specific performance and/or actual damages resulting from County's default. City shall have no rights as a result of any default by County until City gives thirty (30) days notice to County, specifying the nature of the default. County shall then have the right to cure such default, and County shall not be deemed in default if County cures such default within thirty (30) days after receipt of notice of the default, or within such longer period of time as may reasonably be necessary to cure the default, provided that County commences cure within such thirty (30) days and thereafter diligently prosecutes the same to completion.

ARTICLE 14

HAZARDOUS MATERIALS

14.1 Compliance. After the Term Commencement Date and ending upon termination of this Lease Agreement, County, at its sole cost, shall comply with all laws, statutes, ordinances, codes, regulations, and orders relating to the receiving, handling, use, storage, transportation, discharge, release, and disposal of Hazardous Material (as defined below) in or about the Property. All manifests for disposal of any hazardous materials removed from the Property shall be signed by an authorized representative of the County. County shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property, by County or County's Agents in a manner or for a purpose prohibited by any federal, state, or local agency or authority.

14.2 Notice. County shall immediately provide City with telephonic notice, which shall promptly be confirmed by written notice, of any and all spillage, discharge, release and disposal of Hazardous Material onto or within the Property, including the soils and subsurface waters thereof, which by law must be reported to any federal, state, or local agency, and any injuries or damages resulting directly or indirectly therefrom.

14.3 Survive Termination. County's and City's obligations under this Article 14 shall survive the termination of the Agreement.

14.4 Definition of Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

ARTICLE 15

OPTION TO EXTEND

15.1 Option to Extend. On or prior to the date which is twelve (12) months before the Term Expiration Date, provided County shall not then be in Default (as defined herein) under the provisions of this Agreement, the County may unilaterally exercise its right to extend this Agreement for an additional term of up to forty-nine (49) years by providing written notice to City. If County fails to exercise its unilateral option as provided for herein, this Lease Agreement shall expire upon the original Term Expiration Date. Said extension shall be for a period indicated in writing by the County and upon the same terms and conditions of this Agreement.

ARTICLE 16
QUIET ENJOYMENT AND RIGHT OF ENTRY

16.1 Quiet Enjoyment. City covenants and agrees that it will not take any action to prevent County's quiet enjoyment of the Property during the term of this Agreement. City reserves full control over the Property to the extent not inconsistent with County's quiet enjoyment, operation, and use of the Property.

16.2 Right of Entry. City reserves the right for any of its duly authorized representatives to enter the Property at any reasonable time for any reasonable actions, including but not limited to (i) inspecting the Property and (ii) posting in such places as City may select notices of non-responsibility for works of construction, repair or improvement made by County. In doing so, City shall not interfere with County's enjoyment, management, and use of the Property and Improvements.

ARTICLE 17
EMINENT DOMAIN

17.1 Agreement Governs. In the event of any acquisition of all or any part of the Property, or any interest therein by eminent domain, whether by condemnation proceeding or transfer in avoidance of an exercise of the power of eminent domain or otherwise during the Term or any extension thereof, the rights and obligations of the parties with respect to such appropriation shall be as provided in this Article 17.

17.2 Termination of Agreement. This Agreement shall terminate if the entire Property is permanently taken under the power of eminent domain, or if a material part of the Property is taken such that the operation of the Improvements cannot feasibly continue on the remaining portion of the Property. If only a part of the Property is permanently taken under the power of eminent domain and the County can reasonably continue to operate the Improvements as contemplated by this Agreement, this Agreement shall not terminate and shall remain in full force in effect with respect to the remaining portion of the Property.

17.3 Allocation of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the Property at any point during the Term or any extension thereof, the City shall be entitled to any award which may be made in such taking or condemnation to the extent such award relates to the fee title to the Property, and County shall be entitled to any award which may be made in such taking or condemnation to the extent it relates to the Improvements. Nothing contained in this Article 17 shall be deemed to give the City any interest in or to require County to assign to City any separate award, as designated by the condemning authority, and County shall be able to retain any separate award as designated by the condemning authority, made to County for the taking of County's personal property, or the interruption of or damage to County's operations on the Property, except to the extent that the separate award includes damages for lost sublease rent, in which case City shall be entitled to its share of those damages.

ARTICLE 18
PROPERTY RECORDS; INSPECTION OF PROPERTY

18.1 Property Records. Within thirty (30) days of the Effective Date of this Agreement, City shall provide to the County copies of all non-privileged or non-confidential books and records of City with respect to the ownership, maintenance, and operation of the Property, including any appraisals, surveys, engineering, environmental and other reports and analyses of the Property which are in City's possession.

18.2 Property Inspections. For the purpose of performing due diligence, County may, at County's sole cost and expense, conduct destructive and non-destructive soils, air, structural, and environmental testing in, on and under the Property and existing improvements, and County agrees, upon completion of such activities, to restore the Property and existing improvements to substantially the same condition as existed prior to conducting such activities, normal wear and tear excepted.

18.3 "AS IS". Subject to Section 11.4 above, County accepts the Property in its "as-is" conditions. County acknowledges that City has not made any representations or warranties to County, express or implied.

ARTICLE 19
GENERAL PROVISIONS

19.1 Waiver and Modification. No provision of this Agreement may be modified, amended or added to except by an agreement in writing.

19.2 Applicable Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

19.3 Time. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

19.4 Authority to Execute Lease. City and County each acknowledge that it has all necessary right, title and authority to enter into and perform its obligations under this Agreement, that this Agreement is a binding obligation of such party and has been authorized by all requisite action under the party's governing instruments, that the individuals executing this Agreement on behalf of such party are duly authorized and designated to do so, and that no other signatories are required to bind such party.

19.5 Consents. Whenever consent or approval of either party is required, that party shall not unreasonably withhold or delay such consent or approval, except as may be otherwise provided herein.

19.6 Entire Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.

19.7 Severability. Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

19.8 Impartial Construction. The language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either the City or County.

19.9 Successors. Each of the covenants, conditions, and agreements herein contained shall inure to the benefit of and shall apply to and be binding upon the parties hereto and their respective administrators, successors, assigns, or any person who may come into possession of the Property, the Improvements or any part thereof. Nothing contained in this Section 19.9 shall in any way alter the provisions regarding subleasing or assignment provided in this Agreement.

19.10 Notices. All notices, demands and communications between City and County shall be in writing and given by personal delivery; electronic mail; registered or certified mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to County or City at the addresses shown in paragraph 2.1.5 above. Unless otherwise directed, any notice required to be given by this Agreement or regarding compliance with this Agreement shall be given to all County representatives listed in paragraph 2.1.5, notice relating to day-to-day operations of the Property and Improvements, including scheduling and programmatic issues may be given to the County Director of Parks and Recreation as listed in paragraph 2.1.5, without notice to the other County representatives. Either party may, by notice to the other given pursuant to this Section 19.10, specify additional or different addresses for notice purposes.

19.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

19.12 Nondiscrimination. City, County and all others who from time to time may use the Property and Improvements described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

19.13 City Approval. Whenever this Agreement calls for approval by the City of an action implementing the provisions of this Agreement, the City Manager of the City or his or her designee shall have authority to grant such approval, without necessity of further authorization or approval of the City.


19.14 County Approval. Whenever this Agreement calls for approval by the County of an action implementing the provisions of this Agreement, the Chief Executive Officer of the County or his designee shall have authority to grant such approval, without necessity of further authorization or approval of the County Board of Supervisors.

19.15 Memorandum of Lease. County shall execute, acknowledge and deliver to City for recording a memorandum of this Agreement, as required by applicable law.

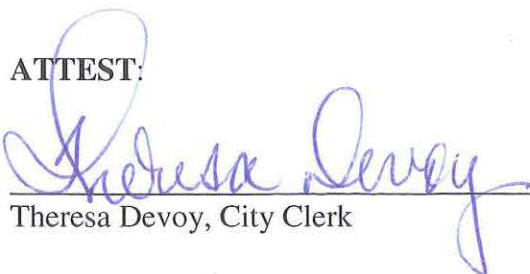
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY:

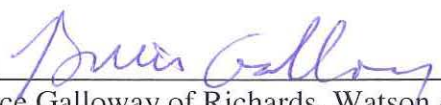
CITY OF NORWALK,
a California municipal corporation

By: 
Print Name: Michael J. Egan
Title: City Manager

ATTEST:


Theresa Devoy, City Clerk

Approved as to form:

By: 
Bruce Galloway of Richards, Watson &
Gershon, legal counsel for City

COUNTY:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Print Name: Michael Antonovich _____
Chairman, Board of Supervisors

By: _____
Print Name: Russ Guiney, Director _____
Department of Parks and Recreation

APPROVED AS TO FORM:

MARK J. SALADINO

County Counsel

By: Christina A. Salseda
Christina A. Salseda

Principal Deputy County Counsel

ATTEST:

Patrick Ogawa
Acting Clerk of the Board

By: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, T 3, S, R 11, W IN THE RANCHO LOS COYOTES IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN UPON A MAP RECORDED IN BOOK 41819, PAGE 141, ET SEQ., OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EASTERLY LINE OF TRACT NO. 21975 AS PER MAP RECORDED IN BOOK 598, PAGES 82 TO 85 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO THE NORWALK-LA MIRADA CITY SCHOOL DISTRICT, RECORDED ON JULY 10, 1959 AS INSTRUMENT NO. 2001, IN BOOK D-532 PAGE 697 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "A-1"

LEGAL DESCRIPTION OF ADJACENT PROPERTY

A GRANT OF REAL PROPERTY BEING A PORTION OF THE NORTHERLY 690 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON A MAP RECORDED IN BOOK 41819 PAGE 141 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EASTERLY LINE OF TRACT NO. 21975, AS SHOWN PER MAP RECORDER IN BOOK 598, PAGES 82 THROUGH 85 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS SHOWN ON THE DIAGRAM ATTACHED HERETO AND MADE A PART HEREOF AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE SOUTHEAST CORNER OF LOT 229 OF SAID TRACT MAP 21975, THENCE NORTH $0^{\circ}25'22''$ WEST 22.15 FEET ALONG THE EASTERLY LINE OF SAID TRACT 21975 TO THE SOUTHWESTERLY CORNER OF SAID NORTHERLY 690 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER PROPERTY NOTED ABOVE, ALSO BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID TRACT 21975 NORTH $0^{\circ}27'26''$ WEST 27.34 FEET TO AN ANGLE POINT IN THE SAID EASTERLY LINE OF SAID TRACT 21975, THENCE NORTH $0^{\circ}27'26''$ WEST 129.98 FEET ALONG THE EASTERLY LINE OF SAID TRACT 21975 TO AN ANGLE POINT AT A NON-TANGENT CURVE IN THE EASTERLY LINE OF SAID TRACT 21975, ALSO BEING A POINT IN THE NORTHEASTERLY LINE OF LOT 231 OF SAID TRACT 21975, AND ALSO BEING THE MOST SOUTHERLY CORNER OF LOT 242 OF SAID TRACT 21975, THENCE TURNING RIGHT LEAVING SAID EASTERLY LINE OF SAID TRACT 21975 SOUTH $45^{\circ}22'18''$ EAST 222.48 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID NORTHERLY 690 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER PROPERTY NOTED ABOVE, THENCE TURNING RIGHT ALONG SAID SOUTHERLY LINE OF SAID NORTHERLY 690 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER PROPERTY NOTED ABOVE, SOUTH $89^{\circ}37'45''$ WEST 157.10 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12,356 SQUARE FEET OR 0.284 ACRES MORE OR LESS.

EXHIBIT "B"

INITIAL IMPROVEMENTS

The Norwalk Golf Course Improvement project will include a regulation driving range, practice pitching and putting greens and a community room/classroom. The site will be fully landscaped with drought tolerant plantings including many California native plants. A variety of tree species will shade the new pathways. Irrigation with a satellite linked smart controller will monitor the flow and application of water to the landscape. Surface water will percolate directly into the soil or flow to new strategically placed retention basins that will accept the water and allow it to percolate slowly through bioswale plantings, sand, gravel and eventually into the native soil below. This work will be done in accordance with the attached site plan.

Norwalk Golf Course Design Program

Driving Range

Relocate Driving Range to northern most part of property.
Construct 30 station driving range tee-line with double deck and several target greens
Install a range ball dispensing machine and a cover for machine exterior
Install protective fences on the sides, ceiling and the back of the range
Install range lights. Minimize neighborhood ambient light to greatest extent possible.
Modify irrigation system
Provide access gate for maintenance equipment

Golf Course

Reconfigure Golf Course layout and Install fencing and protective nettings as needed.
Reconfiguration will include Tees, Greens, and Bunkers. Tee complexes will have 6x6 reinforced concrete pads for mats
Construct 2,200 sf.nursery greenat maintenance yard
Install golf course lights. Minimize neighborhood ambient light to greatest extent possible.
Renovate the irrigation system withsatellite controllers and master controller. System will provide for maximum water conservation efficiency.

Putting Green

Construct a 5,000 sf practice putting green using California minimum specs.

Practice Pitching Green

Construct 2,500 sf practice pitching green with bunker.

Service Yard

Construct golf course equipment storage facility with manager office (master controller is located here) and a restroom.
Construct 3 material bins andcovered fuel tanks with containment area, to comply with SWPPP program.

Clubhouse

Renovate existing clubhouse and add a community room with storage facility for tables and chairs

Construct a Community room with an occupant capacity of 60 people in a classroom arrangement, with a 900 square feet minimum area.

Ready room for the use of audiovisual equipment

Construct a covered patio

Construct a snack bar area, including a small grill with seating capacity of 12 occupants

Add restrooms to comply with code requirement

Install new HVAC equipment

Install new electrical switchgear and service entrance equipment

Install new energy efficient lighting indoor and outdoor

Install emergency lighting

Demo Plan

Prepare a demo plan of the existing structure

Parking Lot

Construct parking lot parallel to Shoemaker Avenue.

General Notes

No.	Revision/Issue	Date

Project Name and Address
DEPARTMENT OF PARKS AND RECREATION
GOLF OPERATIONS

Project Name and Address
NORWALK GOLF COURSE
1701 SEVENMARS BLVD
NORWALK, CA 90650

Project	
Sheet	
Date	2022-11-27



LEGEND
PROTECTIVE NETTING
180 FOOT SIDE AT
RANGE
PROTECTIVE NETTING
40 FOOT SIDE AT PARKING
LOT

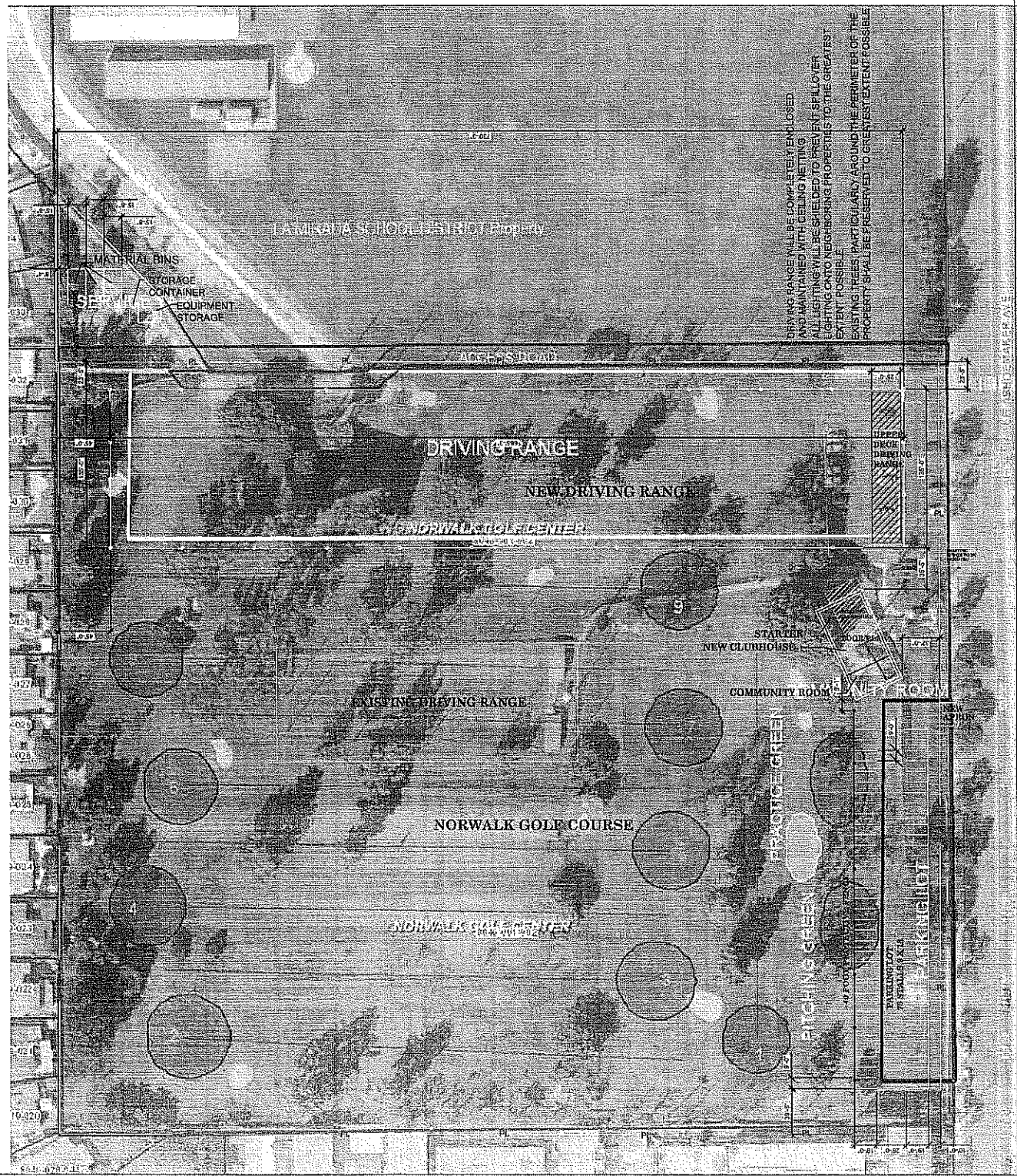


EXHIBIT "C"

FORM OF NOTICE OF NON-RESPONSIBILITY

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Fee Exempt. Recorded for the benefit of the City of Norwalk under Govt Code § 6103

TO WHOM IT MAY CONCERN:

Notice is hereby given pursuant to California Civil Code § 3094 that:

1. The undersigned, City of Norwalk, a City organized and existing under the laws of the State of California ("City") is the owner of real property located at _____ ("Property") and the owner of open space located _____ California ("Site").

2. The name of the lessee of the Property is the County of Los Angeles, a body corporate and politic ("County"). The County has also been granted access to the Site.

3. Less than ten days have elapsed since the undersigned City first obtained knowledge of commencement of the work of improvement on or to the above-described property.

4. The undersigned City will not be responsible for any such work of improvement on or to said above-described property; nor will the undersigned be responsible for any work, labor, services, equipment or materials that have been, or that are being, or that may be furnished in said work of improvement on or to said above-described property.

5. The undersigned City's address is:

Dated: _____

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____ before me, _____, Notary Public
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____